

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION**

IN RE:

CHAPTER 13

CHARLES U. WATSON SR.,

CASE NO. 15-05462- 5-DMW

DEBTOR.

AMENDED OBJECTION TO CLAIM 2-1 OF SELENE FINANCE

NOW COMES Charles U. Watson Sr., Debtor in the above-referenced case, by and through undersigned counsel, and respectfully amends his objection to claim 2-1 of Selene Finance, LP, Servicer for Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 2013-18. In support of this amended objection, the Debtor shows unto the Court as follows:

1. On November 30, 2015, Selene Finance, LP, Servicer for Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 2013-18 filed Proof of Claim #2-1 in the Debtor's case in the amount of \$1,125,763.23.

2. The promissory note attached to the proof of claim purports to be owned by Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 2013-18 (hereinafter "Christiana Trust").

3. A promissory note is a negotiable instrument under N.C. Gen. Stat. § 25-3-104(a).

4. The UCC defines the "holder" of a negotiable instrument to be "[t]he person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession[.]" N.C. Gen. Stat. § 25-1-201(b)(21)(a) (2015).

5. A "person" under the UCC is defined as "an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity." N.C. Gen. Stat. § 25-1-201(b)(27).

6. "When the party in possession is not the original holder, if the instrument is payable to an identified person, transfer requires indorsement by each previous holder." In re Foreclosure of a Deed of Trust Executed by Bass, 366 N.C. 464, 468, 738 S.E.2d 173, 176 (2013) (citing to N.C. Gen. Stat. § 25-3-201(b) which provides that "if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder"). An indorsement is "a signature . . . that alone or accompanied by other words is made on an instrument for the purpose of . . . negotiating the instrument. . . For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument." N.C. Gen. Stat. § 25-3-204 (2015). "The UCC defines 'signature' broadly, as 'any symbol executed or adopted with present intention to adopt or accept a writing.'" Bass, 366 N.C. at 468, 738 S.E.2d at 176 (citing N.C. Gen. Stat. § 25-1-201(b)(37)); U.S. Bank Nat'l Ass'n v. Pinkney, 787 S.E.2d 464 (N.C. Ct. App. 2016).

7. Here, the promissory note is originally payable to Chase Bank, USA, N.A.

8. On page three of the promissory note there is an undated endorsement from Chase Bank, USA, N.A.

9. The endorsement specifically stated the following:

Pay to the Order of: J.P. Mortgage Chase Bank, N.A.
Without Recourse
Chase Bank USA, N.A.

10. As a result of this endorsement the current endorsee is J.P Morgan Chase Bank, N.A.

11. Since, the endorsement is to a specific entity, that entity, J.P. Mortgage Chase Bank, N.A., is the only party who may collect on the promissory note.

12. Therefore, the Debtor asserts that Christiana Trust's proof of claim should be denied by the Court because they are not the endorsee of the promissory note.

13. To further muddy the water, since the origination of the promissory note and deed of trust, the original creditor Chase Bank USA, N.A. made two assignments of the same deed of trust, which are recorded in the Wake County Register of Deeds:

- a. On March 12, 2013, Transfer of deed of trust from Chase Bank USA, N.A. to J. P. Morgan Chase Bank, N.A., Wake County Register of Deeds Book 015179 Pages 01731-01732.
- b. On January 21, 2014, Transfer of deed of trust from Chase Bank USA, N.A. to Christiana Trust, a Division of Wilmington Savings Fund Society, Wake County Register of Deeds Book 015560 Pages 02149- 02152.

14. In light of the prior transfer of the deed of trust on March 2, 2013, Chase was unable to validly transfer the deed of trust on January 21, 2014 to Christiana Trust.

15. Therefore the Debtor requests that the Court find that Christiana Trust is not the holder of the deed of trust recorded in Wake County Register of Deeds Book 012967 Pages 00337-00353.

WHEREFORE, the Debtor respectfully objects to Claim 2-1 of Selene Finance, LP Servicer for Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 2013-18 and requests that this Court deny their proof

of claim and find that it is not the holder of the deed of trust. The Debtor further moves for such further relief as this Court deems just and proper.

This the 27th day of September, 2016.

JANVIER LAW FIRM, PLLC

s/William F. Braziel, III

William P. Janvier, State Bar No. 21136

William F. Braziel, III, State Bar No. 39541

1101 Haynes Street, Suite 102

Raleigh, NC 27604

Telephone: (919) 582-2323

Facsimile: (866) 809-2379

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing amended objection to claim 2-1 of Selene Finance, LP Servicer for Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 2013-18 ("Selene Finance, LP") was served by U.S. Mail, First Class postage, prepaid, or electronically as indicated:

Charles Ural Watson, Sr. 2512 Canonbie Lane Wake Forest, NC 27587	Selene Finance, LP Servicer for Christiana Trust, Attn: Managing Agent 9990 Richmond Avenue, Suite 400S Houston, Texas 77042
William Paul Harris (Via CM/ECF) Shapiro & Ingle, LLP 10130 Perimeter Parkway, Suite 400 Charlotte, NC 28216 704-831-2343 704-831-3343 (fax) wharris@logs.com <i>Attorney for Selene Finance, LP Servicer for Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as Trustee for Normandy Mortgage Loan Trust, Series 13-00018 ("Selene Finance, LP")</i>	John F. Logan (Via CM/ECF) Office Of The Chapter 13 Trustee PO Box 61039 Raleigh, NC 27661-1039 919 876-1355 <i>Chapter 13 Trustee</i>

This the 27th day of September, 2016.

JANVIER LAW FIRM, PLLC

s/William F. Braziel, III
William P. Janvier, State Bar No. 21136
William F. Braziel, III, State Bar No. 39541
1101 Haynes Street, Suite 102
Raleigh, NC 27604
Telephone: (919) 582-2323
Facsimile: (866) 809-2379